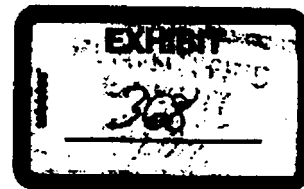


FILE NAME: Kent (KNT)

DATE: 1953 Mar 4

DOC#: KNT022

DOCUMENT DESCRIPTION: Letter from P. Lorillard Co. to Dr. Morris Fishbein



P. Lorillard Company
119 WEST FORTIETH STREET
NEW YORK 18, N. Y.

OFFICE OF THE PRESIDENT

March 4, 1953

Dr. Morris Fishbein
5543 Blackstone Avenue
Chicago 37, Illinois

Dear Dr. Fishbein:

Confirming our recent talk, we need a letter of agreement which both of us can approve for the research projects, as listed at our meeting last Thursday, February 26th. I shall try to keep this letter of agreement as simple as possible, yet it probably should spell out the essence of our agreement so there can be no major misunderstanding on the part of either of us.

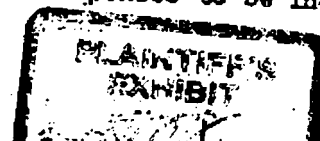
In our February 26th meeting, you submitted a rough budget of \$49,600 covering the following:

1. Pay to volunteers who permit the injection of Isotopes.....	\$5,000.
2. Pay to volunteers for stomach acid and motility studies.....	5,000
3. Two (2) fellows in medicine.....	4,800
4. Two (2) Technicians.....	4,800
5. One (1) Hematologic technician.....	2,000
6. One (1) Clerk secretary.....	2,000
7. Supervisory fees - including interpretation of findings and preparation of publication.....	10,000 -
8. Administrative overhead including graphs and charts, etc.....	3,000
9. (Burdick) EKG and other equipment (Isotope) X-rays, etc.....	8,000
10. Miscellaneous consultants.....	5,000
TOTAL	\$49,600

You further stated that the work of Dr. Friedell would probably be concluded shortly and, of the ten presently listed projects, not all would be concluded this year. You also suggested a personal fee to you of \$25,000 a year. We then mutually agreed on a total of \$50,000, to include all of the research work on the above ten projects that can be performed during the remaining ten months of this year -- this to include such personal fee as you dictate but to not exceed \$25,000. As I understand, your fee covers your personal direction of all of this research work, your analysis and interpretation of the findings. It covers the collection and study of all important literature on the subject of cigarette smoking and keeping it up to date. It covers your offer to personally write and endeavor to place any articles resulting from such research in consumer publications (such as "Reader's Digest" and "Good Housekeeping"), your direction, guidance and counsel in preparing and placing any articles, resulting from this research, in professional medical journals, and your counsel and guidance as required on advertising claims which are based on this research. The total sum of \$50,000 also covers all expenses to be incurred in the remaining ten months of this year.

JANUARY 7, 1991

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P. Lorillard Company

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I believe it was also mutually agreed at the time we originally discussed this work that we shall have the right to see and approve all manuscripts prior to release to any publication. Also, that all results from these research projects and manuscripts are the exclusive property of P. Lorillard Company and, at the conclusion of this work, all equipment paid for by P. Lorillard Company shall become its property.

You may take this letter as your authority, therefore, to go ahead on the above basis. It would be helpful to our budget and accounting departments to know your desires as to how you wish to invoice us for this work. We would be glad to issue payments during 1953 in any way that will be most convenient to you.

Also, in the ten research projects as listed, it is understood that all may not be completed this year. I believe you wanted to advise us as to which comes first -- and then the order in which they will be undertaken.

Very truly yours,

R. M. Ganger

R. M. GANGER, President

Accepted:

Harold Fisher

JANUARY 7, 1951

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